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9
10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **SOUTHERN DIVISION**

13 ENTROPIC COMMUNICATIONS, LLC,
14
15 Plaintiff,
16 v.
17 DISH NETWORK CORPORATION, *et*
18 *al.*,
19 Defendants.

Case No.: 2:23-cv-01043-JWH-KES
(Lead Case)
Case No.: 2:23-cv-01047-JWH-KES
(Related Case)
Case No.: 2:23-cv-01048-JWH-KES
(Related Case)
Case No.: 2:23-cv-05253-JWH-KES
(Related Case)

20 ENTROPIC COMMUNICATIONS, LLC,
21
22 Plaintiff,
23 v.
24 COX COMMUNICATIONS, INC., *et al.*,
25 Defendants.

[Assigned to the Honorable John W. Holcomb]

**PLAINTIFF ENTROPIC'S
APPLICATION TO FILE
DOCUMENTS UNDER SEAL
REGARDING PLAINTIFF'S
SECOND AMENDED
COMPLAINT; DECLARATION OF
CASSIDY T. YOUNG; [PROPOSED]
ORDER**

1 ENTROPIC COMMUNICATIONS, LLC,

2 Plaintiff,

3
4 v.

5 COMCAST CORPORATION, *et al.*,

6 Defendants.

7 ENTROPIC COMMUNICATIONS, LLC,

8 Plaintiff,

9 v.

10 DIRECTV, LLC, *et al.*,

11 Defendants.
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TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Pursuant to Central District of California Local Rule 79-5.2.2(a), Plaintiff Entropic Communications, LLC (“Entropic” or “Plaintiff”) hereby applies for an order sealing unredacted information referenced in Entropic’s Corrected Second Amended Complaint, which contains details related to a confidential agreement between Defendant Comcast and a third-party entity.

Each portion of the documents referenced in the chart below have been designated as confidential pursuant to agreements reached between third parties or have been filed under seal by Defendant Comcast. (*See* Decl. of Cassidy T. Young in Support of Entropic’s Application to File Documents Under Seal, ¶ 4.) Entropic, therefore, applies to file such documents and information under seal pursuant to Local Rule 79-5.2.2(a).

The information to be sealed is identified below:

Item to be Sealed Pursuant to L.R. 79-5.2.2(a)	Description of Information
Entropic’s Corrected Second Amended Complaint against Defendant Comcast (“SAC”) at ¶¶ 37-41, including footnote 4.	Terms of confidential agreement between Entropic and a third-party entity.
Entropic’s SAC at Subheading A and B and ¶¶ 43-70, including footnote 5.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic’s SAC at ¶¶ 143-46.	Terms of confidential agreement between Comcast and a third-party entity.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	A portion of Entropic's SAC at ¶ 148.	Terms of confidential agreement between Comcast and a third-party entity.
	Portions of Entropic's SAC at ¶ 150.	A letter between Comcast and Entropic that Comcast filed under seal.
	Entropic's SAC at Subheading 5 and ¶¶ 182-84.	Terms of confidential agreement between Comcast and a third-party entity.
	Entropic's SAC at ¶ 256.	Terms of confidential agreement between Comcast and a third-party entity.
	A portion of Entropic's SAC at ¶ 263.	Terms of confidential agreement between Comcast and a third-party entity.
	Entropic's SAC at ¶ 297.	Terms of confidential agreement between Comcast and a third-party entity.
	A portion of Entropic's SAC at ¶ 304.	Terms of confidential agreement between Comcast and a third-party entity.
	Entropic's SAC at ¶ 337.	Terms of confidential agreement between Comcast and a third-party entity.
	A portion of Entropic's SAC at ¶ 344.	Terms of confidential agreement between Comcast and a third-party entity.
	Entropic's SAC at ¶ 377.	Terms of confidential agreement between Comcast and a third-party entity.
	A portion of Entropic's SAC at ¶ 382.	Terms of confidential agreement between Comcast and a third-party entity.
	Entropic's SAC at ¶ 417.	Terms of confidential agreement between Comcast and a third-party entity.
	A portion of Entropic's SAC at ¶ 424.	Terms of confidential agreement between Comcast and a third-party entity.

Entropic's SAC at ¶ 457.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's SAC at ¶ 463.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's SAC at ¶ 496.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's SAC at ¶ 503.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's SAC at ¶ 536.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's SAC at ¶ 542.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's SAC at ¶ 574.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's SAC at ¶ 580.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's SAC at ¶ 612.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's SAC at ¶ 618.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's SAC at ¶ 650.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's SAC at ¶ 656.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's SAC at ¶ 688.	Terms of confidential agreement between Comcast and a third-party entity.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	A portion of Entropic's SAC at ¶ 694.	Terms of confidential agreement between Comcast and a third-party entity.
	Exhibit B to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
	Exhibit D to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
	Exhibit F to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
	Exhibit H to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
	Exhibit J to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
	Exhibit L to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
	Exhibit N to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
	Exhibit O to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.

Exhibit P to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
Exhibit R to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
Exhibit T to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
Exhibit V to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
Exhibit X to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.

Pursuant to Local Rule 79-5.2.2(a), Entropic applies to file under seal the documents listed above. Under Rule 79-5.2.2(a), a party may seek leave to file a document under seal so long as the Application describes the nature of the information that should be closed to public inspection and is accompanied by: (1) a declaration establishing good cause why the strong presumption of public access in civil cases should be overcome and informing the Court whether anyone opposes the Application; (2) a proposed order; (3) a redacted version of the relevant documents; and (4) an unredacted version of the relevant documents. Entropic has complied with these requirements. The information that Entropic seeks to seal is contained within: (1) a confidential agreement between Comcast and a third-party entity; (2) a confidential agreement between Entropic and a third party; (3) a letter between Entropic and Comcast that Comcast filed under seal; and (4) Entropic's infringement contentions,

1 which reference non-public, proprietary business information and were marked
 2 confidential pursuant the Protective Order entered in this action (1048 DE 158). The
 3 public does not have an interest in accessing this confidential information.
 4 Additionally, Entropic's request is narrowly tailored to only prevent the public from
 5 viewing confidential information. Finally, counsel for Comcast did not indicate whether
 6 it would oppose Entropic's under seal filing.

7 Therefore, compelling reasons exist to seal the highlighted portions of the above
 8 documents. *See Aya Healthcare Servs., Inc. v. AMN Healthcare, Inc.*, 2020 WL
 9 1911502, at *5 (S.D. Cal. Apr. 20, 2020) ("The Court agrees that compelling reasons
 10 exist to seal references . . . to Defendants' proprietary business records that detail
 11 sensitive financial terms, proprietary business strategies, and confidential negotiations
 12 and agreements with third parties."); *In re Qualcomm Litig.*, 2019 WL 1557656, at *3
 13 (S.D. Cal. Apr. 10, 2019) (granting motions to seal "confidential business information
 14 of the parties, including trade secrets, proprietary business records, discussions of
 15 internal strategy, company dealings, and materials designated as 'Highly
 16 Confidential'").

17 Accordingly, Entropic respectfully requests that this Court order the unredacted
 18 documents to be filed under seal. Concurrent with this filing, Entropic has filed
 19 redacted versions of these documents with the Court, which only redact information
 20 necessary to protect confidential, private, and otherwise non-public information therein.

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 22 Dated: December 15, 2023

Respectfully Submitted,

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